

A-6349 (Variance Request)

Reconstruct the front stoop with three treads, including one new additional tread that would encroach an additional twelve (12) inches forward of the twenty-five (25) foot front building restriction line, for a maximum total encroachment of nine (9) feet.

Peter and Meredith Wellington
18 West Lenox Street

CHEVY CHASE VILLAGE
BOARD OF MANAGERS
JUNE 10, 2013 MEETING

STAFF INFORMATION REPORT

TO: BOARD OF MANAGERS

FROM: ELLEN SANDS, PERMITTING AND CODE ENFORCEMENT COORDINATOR

DATE: 6/6/2013

SUBJECT: HEARING OF APPEAL CASE NO. A-6349 VARIANCE REQUEST
PETER AND MEREDITH WELLINGTON, 18 WEST LENOX STREET
RECONSTRUCT THE FRONT STOOP WITH THREE TREADS, INCLUDING ONE NEW ADDITIONAL
TREAD THAT WOULD ENCROACH AN ADDITIONAL TWELVE (12) INCHES FORWARD OF THE
TWENTY-FIVE (25) FOOT FRONT BUILDING RESTRICTION LINE, FOR A MAXIMUM TOTAL
ENCROACHMENT OF NINE (9) FEET.

CASE SYNOPSIS: The Applicants wish to reconstruct the existing non-conforming stoop and steps to reduce the height of the risers. A portion of the existing house and the entire existing stoop and steps are located forward of the twenty-five (25) foot front building restriction and covenant setback line. There are currently three (3) risers of eight (8) inches each. The Applicants propose to reconstruct the stoop with four (4) risers of six (6) inches each. **The additional tread increases the encroachment** and thus requires a variance from the Board.

NOTICE REQUIREMENTS: Abutting Owners; Public Notice

APPLICABLE CHEVY CHASE BUILDING REGULATION:

The Chevy Chase Village Code § 8-17 (c) states:

No structure or play equipment of any description shall be erected within twenty-five (25) feet of the front line of any lot.

APPLICABLE COVENANTS:

"That no structure of any description shall be erected within twenty-five (25) feet of the front line of said premises and that no stable, carriage-house, shed, or outbuilding shall be erected except on the rear of said premises."

FACTUAL AND BACKGROUND INFORMATION:

The existing house encroaches six and one-half inches (6-½") forward of the twenty-five (25) foot front building restriction and covenant setback line.

The existing stoop encroaches seven feet, five and one-half inches (7'-5 ½") forward of the front BRL and covenant setback line; thus the maximum total existing encroachment is eight (8) feet.

The Applicants propose to construct one additional tread measuring twelve (12) inches, so that the riser height can be diminished; thus the maximum proposed total encroachment is nine (9) feet.

The Applicants also propose to add a pair of handrails alongside the steps; per Section 8-17(2)(b) of the Village Code, handrails may be installed on or beside steps leading to a door or porch when deemed necessary for safety by the Village Manager.

No modifications are proposed to the existing roof over the stoop and steps.

The property is in the Chevy Chase Village Historic; the proposed stoop and tread will require approval from the Historic Preservation Commission (HPC); the Applicants are on the agenda for the June 12 HPC meeting.



Figure 1: View of 18 West Lenox Street stoop.

In previous cases involving covenant setbacks and front building line restrictions, the Board has found among the reasons that the covenants are not enforceable at a property:

- 1) When uncovered steps and stoops are installed as a matter of necessity to address the change in elevation from the ground to the entrance of a house, and which steps and stoops are the minimum necessary to provide reasonable access, these steps and stoops are not considered structures for the purposes of the covenants.
- 2) When uncovered steps and stoops were constructed at the time that the covenants applicable to the property were placed, or shortly thereafter, it was presumed that the covenant authors did not intend those protrusions to be classified as "structures" for the purposes of the covenants.

To date there have been no letters received from abutting neighbors either in support of or opposition to the reconstruction of the stoop and addition of the proposed new tread.

Applicable Fees: Building Permit Application: \$30; Variance Application Fee: \$300.00; TOTAL: \$330.

RELEVANT PRECEDENTS:

Recent precedents for porticos, stoops and steps that encroach forward of the twenty-five (25) foot front building restriction line include:

In May 2005 Mr. & Mrs. Justin Bausch of 12 East Lenox Street were **granted a variance to extend** the *uncovered steps* leading to the front porch. In the Bausch case the covenants were worded to prohibit “any stable, carriage houses or shed” forward of the twenty-five (25) foot front building restriction line, rather than the more standard language prohibiting “structure[s] of any description” forward of that setback. In December of 2010, Mr. & Mrs. Robert Maruszewski of 127 Grafton Street were **granted a variance to enlarge** a non-conforming *uncovered* stoop which would encroach five feet, six inches (5’-6”) forward of the twenty-five (25) foot front building restriction and covenant setback line, an additional two feet, eleven inches (2’-11”) farther than the existing stoop. In January of 2011 the same applicants were **denied a variance to construct** a *portico* over the previously approved stoop and steps. In January of 2011, Ms. Joanne Kyros and Mr. Thomas Schaufelberger were granted multiple variances to extend existing encroachments in the west (side) yard of their property pertaining to an addition as well as **granted a variance to construct** an *uncovered stoop with three treads* that would encroach five (5) feet forward of the front building restriction and covenant setback line, an additional two (2) inches farther than the existing treads. The applicants were **denied permission to construct** a *roof* over the proposed stoop that would encroach three (3) feet forward of the front building restriction line. In December 2010, Mr. Gregory L. Dixon and Ms. Susan F. Dixon, Co-Trustees of the Gregory L. Dixon Revocable Trust and the Susan F. Dixon Revocable Trust, of 5500 Montgomery Street, were **granted a variance to expand** their *uncovered* front stoop that would extend three (3) feet forward of the twenty-five (25) foot front building restriction and covenant setback line. In February of 2012, Mr. & Mrs. Andrew Marino, of 11 Primrose Street, were **granted a variance to relocate and construct** non-conforming *uncovered* front steps, leading to a covered porch, both of which were forward of the twenty-five (25) foot front building restriction and covenant setback line. The proposed steps encroach twelve feet, eight inches (12’-8”) forward of this twenty-five (25) foot front setback line, an additional ten (10) inches beyond the existing steps. In April of 2012 Mr. & Mrs. D. Blake Bath were **granted a variance to reconstruct** the *uncovered front steps and add an additional step* leading from the front walkway to the front porch forward of the twenty-five (25) foot front building restriction and covenant setback line. In May of 2012 Dr. & Mrs. Charles Bahn of 118 Hesketh Street were **granted a variance to reconstruct** the *uncovered* front steps

from the front walkway to the front porch, adding one tread, a portion of which would be located forward of the twenty-five (25) foot front building restriction and covenant setback line. In June of 2012, Dr. & Mrs. Jeffrey Shuren were **granted a variance to reconstruct** *uncovered steps* that would extend an additional one foot, one inch (1'-1") beyond the existing steps for a maximum encroachment of six feet, eight inches (6'- 8") forward of the twenty-five (25) foot front building restriction line. On December 10, 2012 the Chevy Chase Village Board of Managers **considered** the request of Mr. & Mrs. Steven Sprenger of 5501 Park Street for a **variance to construct** *uncovered* treads leading to a front stoop in the front (Park Street) yard which would encroach forward of the front building restriction line. A motion to approve the request for a variance failed; therefore, construction of the proposed treads was **denied** per the Village Manager's decision dated October 25, 2012. In that case there had not previously existed an encroachment forward of the front BRL and covenant setback line at the property nor was there an established encroachment throughout the rest of that block of Park Street. In March 2013, Mr. & Mrs. Alex Sternhell of 27 Primrose Street were **granted a variance to reconfigure** a pair of existing front steps that would encroach forward of the twenty-five (25) foot front building restriction line.

FINDINGS REQUIRED:

1. The proposed variance is required because special conditions exist whereby the enforcement of the requirements of the Village Building Code would result in an unwarranted hardship and injustice to the owner.
2. The proposed variance will most nearly accomplish the intent and purpose of the requirements of the Village Building Code; and
3. Except for variances from the requirements of Sections 8-22, 8-26 or Article IV of the Village Regulations, the structure authorized by the proposed variance would not violate any covenant applicable to the property.

Draft Motion

I move to direct staff to draft a decision **APPROVING/DENYING** the variance request in case A-6349, based on the findings that ...

**CHEVY CHASE VILLAGE
NOTICE OF PUBLIC HEARING**

Please take notice that the Chevy Chase Village Board of Managers will hold a public hearing on the 10th day of June, 2013 at 7:30 p.m. The hearing will be held at the Chevy Chase Village Hall at 5906 Connecticut Avenue in Chevy Chase, Maryland.

**APPEAL NUMBER A-6349
PETER AND MEREDITH WELLINGTON
18 WEST LENOX STREET
CHEVY CHASE, MARYLAND 20815**

The applicants seek a variance from the Board of Managers pursuant to Section 8-11 of the Chevy Chase Village Building to reconstruct the front stoop with three treads, including one new additional tread that would encroach an additional twelve (12) inches forward of the twenty-five (25) foot front building restriction line, for a maximum total encroachment of nine (9) feet.

The Chevy Chase Village Code § 8-17 (c) states:

No structure or play equipment of any description shall be erected within twenty-five (25) feet of the front line of any lot.

Additional information regarding this appeal may be obtained at the Chevy Chase Village Office between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, may be viewed on the Village website at www.chevychasevillagemd.gov or you may contact the office for this information to be mailed to you.

This notice was mailed to abutting and confronting property owners on the 30th day of May, 2013.

**Chevy Chase Village Office
5906 Connecticut Avenue
Chevy Chase, Maryland 20815
301-654-7300**

Chevy Chase Village Building Permit Application

Permit No: _____

Property Address:

18 West Lenox Street

Resident Name: Meredith and Peter Wellington

Daytime telephone: 301-986-9458

Cell phone: 301-580-4700

After-hours telephone: Same as above

E-mail: MKWellington@gmail.com

Project Description: Replace 5 sets of steps: 3 surrounding terrace, 1 at kitchen back door, and 1 at front door. The steps have uneven risers varying from 6 1/2" to 8 1/2".

☐ Check here if the construction will require the demolition of over fifty (50) percent of any existing structure.

Primary Contact for Project:

☒ Resident

☐ Architect

☐ Project Manager

☐ Contractor*

*MHIC/MD Contractor's License No. (required):

Information for Primary Contact for Project (if different from property owner):

Name: Meredith Wellington

Work telephone:

After-hours telephone:

Cell phone:

E-mail:

See above.

Will the residence be occupied during the construction project?

☒ Yes

☐ No

If no, provide contact information for the party responsible for the construction site (if different from above):

Name:

Address:

Work telephone:

After-hours telephone:

Cell phone:

E-mail:

Parking Compliance:

Is adequate on-site parking available for the construction crews?

☒ Yes

☐ No

If no, please attach a parking plan which minimizes inconvenience to neighboring residents, and indicate if the property is in a permit parking area.

Will road closings be required due to deliveries, equipment or other reasons?

☐ Yes

☒ No

Building Permit Filing Requirements:
Application will not be reviewed until the application is complete

- ☐ Copy of stamped drawings approved by Montgomery County Department of Permitting Services (DPS) and the Historic Preservation Commission (HPC), if required. Every page of drawings must be clearly stamped.
- ☒ This application form, signed by resident.
- ☐ Boundary Survey
- ☐ Site Plan (see: Village Site Plan Checklist to ensure completeness)
- ☒ Building plans and specifications
- ☒ Tree Preservation Plan requested of Village arborist (see: Village Tree Inspection Request form). All required tree protections must be fully installed before any work begins.
- ☒ Filing Fee (due at time of application). Fees schedule is listed in Chapter 6 of the Village Code.
- ☐ Damage deposit or performance bond (due when Building Permit is issued). Amount of required deposit or bond will be set by Village Manager.

Once this permit application is complete, the Village Manager will review the application and accompanying documents and, under most circumstances, act on the application within 5 to 10 working days.

If the Montgomery County permit is suspended, revoked or lapsed, the Village permit is automatically suspended, revoked or lapsed.

No signs advertising the architect, contractor, or any other service provider may be posted on the work site.

I hereby certify that I have the authority to make the foregoing application, that the application is correct, that I have read and understood all requirements and that the construction will conform to the regulations of the Montgomery County Zoning Code, the Village Code including Urban Forest code, and any covenants and easements on the subject property.

Applicant's Signature: Meredith Wellington **Date:** 5-15-13

To be completed by Village staff:

Is this property within the historic district? ☒ Yes No Staff Initials: ES
Date application filed with Village: 5/20/13 Date permit issued: _____ Expiration date: _____

For Use By Village Manager	Application approved with the following conditions:
For Use By Village Manager <div style="border: 2px solid black; padding: 10px; text-align: center;"> DENIED MAY 20 2013 Chevy Chase Village Manager </div>	Application denied for the following reasons:
	<i>Handwritten:</i> The proposed stoop would increase the front setback encroachment.

Filing Fees (due when application submitted)	Checks Payable to: Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815
Permit Application Fee: \$ <u>30</u> (see Permit Fee Worksheet) <input type="checkbox"/> \$50.00 (if construction is in the Public Right-of-way)	
Tree Preservation Plan Fee: <input type="checkbox"/> \$250.00 <i>assessed w/ 6349</i> <input type="checkbox"/> Not required for this project.	
TOTAL Fees: <u>\$30.00</u>	
	Date: <u>5/20/13</u> Staff Signature: <i>[Signature]</i>
Damage Deposit/Performance Bond (due when permit is issued)	Checks Payable to: Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815
<input type="checkbox"/> \$ _____ <input type="checkbox"/> Waived by Village Manager	Date: _____ Village Manager Signature: _____
Cost of damage to R-O-W: (calculated at close-out) Amount of refund: _____	Date: _____ Village Manager Signature: _____

Chevy Chase Village

Application for a Variance

A variance is permission granted to a landowner to depart from the specific requirements of the Village zoning ordinance and allows a landowner to use land differently than specified in the ordinance. The variance is a written authorization from the Board of Managers permitting construction in a manner not otherwise allowed by the Village Code.

Subject Property: 18 West Leura Street	
Describe the Proposed Project: Replace front of set of steps. The risers are too tall, and do not conform to the current code maximum.	
Applicant Name(s) (List all property owners): Meredith and Peter Wellington	
Daytime telephone: 301-986-9458	Cell: 301-580-4700
E-mail: MKWellington@gmail.com	
Address (if different from property address):	
For Village staff use:	
Date this form received: 5/21/13	Variance No: A-6349

Filing Requirements:

Application will not be accepted or reviewed until the application is complete

- ☐ Completed Chevy Chase Village Application for a Variance (this form)
- ☒ Completed Chevy Chase Village Building Permit Application
- ☐ A boundary survey or plat diagram with a margin of error of one tenth of a foot or less showing all existing structures, projections and impervious surfaces.
- ☒ Surveys, plats, engineering reports, construction plans/specifications or other accurate drawings showing boundaries, dimensions, and area of the property, as well as the location and dimensions of all structures/fences/walls/etc., existing and proposed to be erected, and the distances of such structures/fences/walls/etc., from the nearest property lines. These drawings shall incorporate and display reference dimensions from the boundary survey or plat diagram required above.
- ☒ Copy of Covenants applicable to the property except for variances from Sections 8-22, 8-26 or Article IV of Chapter 8 of the Chevy Chase Village Code.
- ☒ Variance fee (See fee schedule listed in Chapter 6 of the Village Code).

Affidavit

I hereby certify that I have the authority to submit the foregoing application, that all owners of the property have signed below, that I have read and understand all requirements and that I or an authorized representative will appear at the scheduled public hearing in this matter. I hereby authorize the Village Manager, or the Manager's designee, and/or the Board of Managers to enter onto the subject property for the purposes of assessing the site in relation to this variance request. I hereby declare and affirm, under penalty of perjury, that all matters and facts set forth in the foregoing application are true and correct to the best of my knowledge, information and belief.

Applicant's Signature: Meredith Wellington
Applicant's Signature: Peter Wellington (new)

Date: 5-20-13
Date: 5-22-13

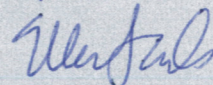
Describe the basis for the variance request (attach additional pages as needed).

Describe the special conditions of the property (e.g., odd shape, small size, sloping topography, abuts state highway, etc.) and how the property compares to other properties in the Village:

Describe how enforcement of the building regulations would result in an unwarranted hardship and injustice because of the special condition(s) described above (i.e., describe (i) the unwarranted hardship and injustice that you claim exists and (ii) how the special conditions cause that unwarranted hardship and injustice):

Describe how the proposed variance most nearly accomplishes the intent and purpose of the requirements of Chapter 8 of the Chevy Chase Village Code, entitled *Buildings and Building Regulations*:

In exercising its powers in connection with a variance request, the Chevy Chase Village Board of Managers may reverse or affirm, wholly or partly, or may modify the requirement, decision or determination as it deems appropriate.

Variance Filing Fee	Checks Payable To: Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815
<i>Per Village Code Sec. 6-2(a)(24):</i> <input checked="" type="checkbox"/> \$300.00 for new construction. <input type="checkbox"/> \$150.00 for replacing existing non-conformities. <input type="checkbox"/> \$300.00 for fences, walls, play equipment, trees, hedges, shrubbery in the public right-of-way. <input type="checkbox"/> Other: \$ _____	Date Paid: 5/22/13 Staff Signature: 
Fee Paid: \$300.00	Approved to Issue Building Permit per Board Decision Signed by the Board Secretary on: Date: _____ Signature: _____ Village Manager

Application for Variance for Front Steps and Walkways adjoining Front Door

1. Special conditions of the property, and how the property compares to other properties in the Village:

The special conditions of this property are twofold: First, the landing and front steps pose a safety problem, because the risers are steep—8" while the Code sets a maximum of 7 ¾"—and there is no easily accessible handrail. We considered reducing the upper landing depth, adding a step while keeping the lowest step in the same place. But it would make the upper landing hazardous for somebody to stand on the landing and open the front storm door. Thereby, the only way to solve this problem, while keeping the steps as much the same as possible, is to rebuild the steps with more comfortable 6 ½" risers, thereby adding an extra step which shifts the lowest step 12" closer to the street. That leads us to the second special condition: The house is built at the 25' Building Restriction Line (BRL). Thus the entire front landing and steps is already outside the BRL, and has been since the house was built in 1915. We believe that this is a common problem, at least in the older part of the Village.

In order to solve the unsafe aspects of the steps, we are requesting a variance to allow the steps to encroach 12" into the BRL. To maintain the same relationship to the new steps the side path leading to the driveway would also be shifted 12" closer to the street.

2. Enforcement of the building regulations would result in an unwarranted hardship and injustice.

The hardship and injustice would be that we would not be able to use our front steps in the way that is intended as normal and appropriate use. Right now, many of our friends and Mr. Wellington's 90-year old mother are not able to enter our home through the front entrance. Because of fear of falling, many people now walk up the driveway and enter through the back door by the garage. We have become concerned that these steps are a hazard to the unsuspecting, and now mention the back door as an alternative. The steps as currently built are a hazard due to the steep risers and lack of a usable handrail.

3. The proposed Variance most nearly accomplishes the intent and purpose of the requirements of Chapter 8 of the Chevy Chase Village Code, because it protects the public health, safety, and welfare while minimizing any intrusion into the BRL.

The current step design is a Code violation and a serious safety concern that needs to be remedied. In our plans, we have tried to remedy it with the least impact possible on how the property will look—the steps are the same design and materials, and the same size to the extent possible—with the least impact on the BRL.

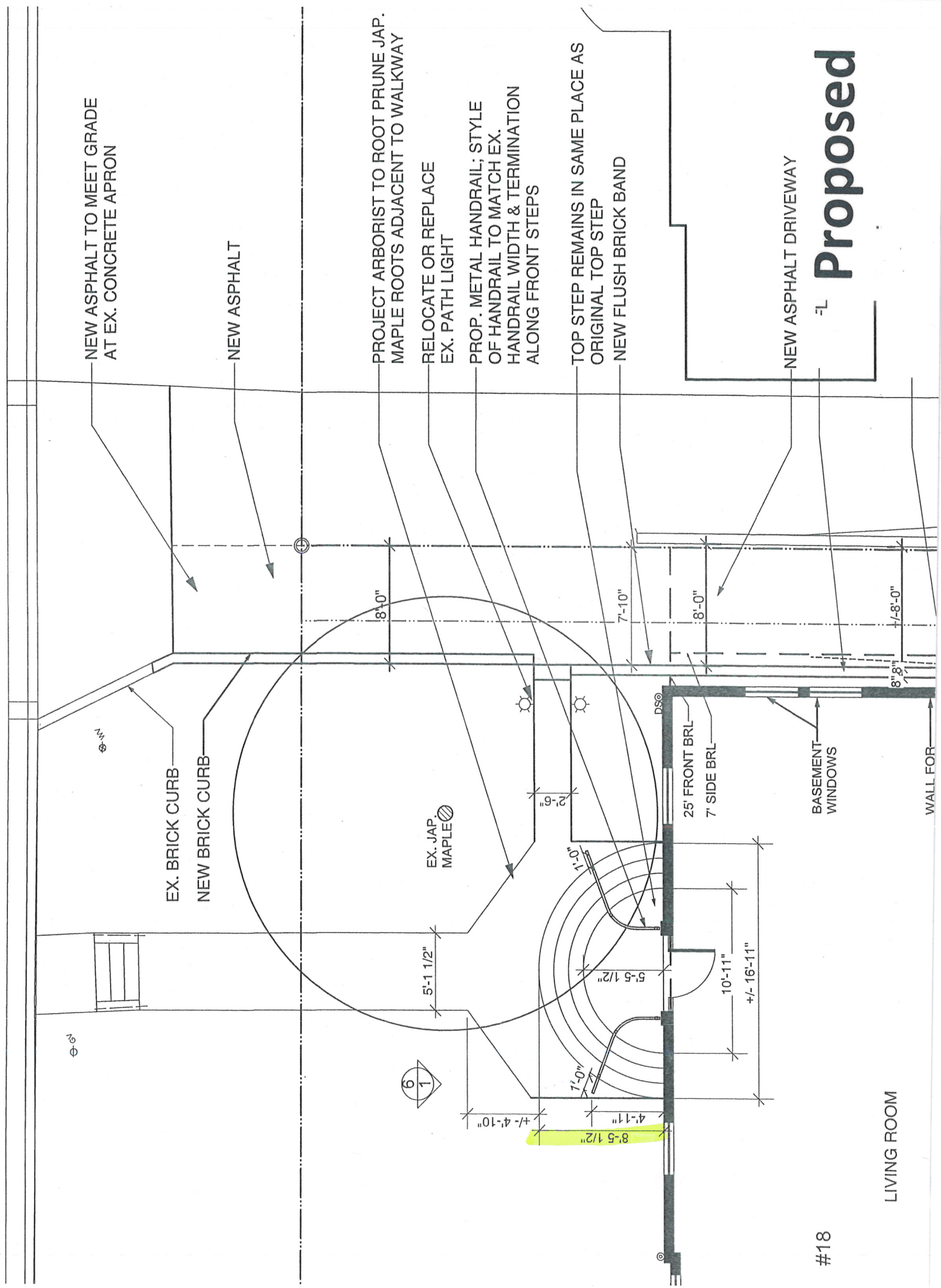
The Variance is also proper under the covenants. A covenant applicable to our property imposed by the Chevy Chase Land Company on April 3, 1915 provides that, “no structure of any description shall be erected within twenty-five (25) feet of the front line of said premises...” That covenant has never been enforced, however, for the final plans of our house by architect John M. Donn were completed only 2 days after the execution of the covenants, and the house built some months later. The plans contained detailed designs for a gabled roof over the front door, and for a brick landing and steps—all of these were built according to the plan, and all were within the 25’ area—in violation of the covenant. Thus, the covenant was never enforced and is therefore not enforceable now.

Finally, it is our belief that many other homes in the historic area of the Village have also not been constructed in accordance with the 25’ setback. Therefore, the covenant cannot be considered enforceable against our property, and we respectfully request that a Variance be granted.

012

PROPERTY OF
PETER L. &
MEREDITH K. WEILINGTON

—8" RISER



#18

LIVING ROOM

Proposed

MAILING LIST FOR APPEAL A-6349

**PETER AND MEREDITH WELLINGTON
18 WEST LENOX STREET
CHEVY CHASE, MD 20815**

Mr. & Mrs. Daniel Coughlan Or Current Resident 20 West Lenox Street Chevy Chase, MD 20815	Ms. Stephanie Marcus & Mr. Jon Nuechterlein Or Current Resident 16 West Lenox Street Chevy Chase, MD 20815
Mr. & Mrs. John J. Ryan Or Current Resident 33 West Lenox Street Chevy Chase, MD 20815	Mr. & Mrs. Steven Laufer Or Current Resident 15 West Lenox Street Chevy Chase, MD 20815
Ms. Margot Humphrey Or Current Resident 25 West Kirke Street Chevy Chase, MD 20815	

I hereby certify that a public notice was delivered to the aforementioned property owners on the 30th day of May 2013.

**Ellen Sands
Permitting and Code Enforcement Coordinator
Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase, MD 20815**

CHEVY CHASE VILLAGE

ESTABLISHED 1890

May 30, 2013

Mr. & Mrs. Peter Wellington
18 West Lenox Street
Chevy Chase, MD 20815

Dear Mr. & Mrs. Wellington:

Please note that your requests for a variance and special permits to reconstruct the front stoop, widen the driveway and install the fence panels in the west (side) yard at your property are scheduled before the Board of Managers on Monday, June 10, 2013 at 7:30 p.m.

Either you or another representative must be in attendance to present your case. At that time, additional documents may be introduced and testimony can be provided in support of the request.

For your convenience, enclosed please find copies of the Public Hearing Notices and mailing lists. Please contact the Village office in advance if you are unable to attend.

Sincerely,



Ellen Sands
Permitting and Code Enforcement
Chevy Chase Village

Enclosures

CHEVY CHASE VILLAGE

5906 Connecticut Avenue
Chevy Chase, Maryland 20815

Phone (301) 654-7300

Fax (301) 907-9721

ccv@montgomerycountymd.gov
www.chevychasevillagemd.gov

BOARD OF MANAGERS

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VILLAGE MANAGER
SHANA R. DAVIS-COOK

LEGAL COUNSEL
SUFLEEN M. FERGUSON

antages, to the same belonging or in anywise appertaining.

To have and to hold the piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Anna E. Leaver and Sarah J. Leaver, as joint tenants, subject-however, to a first deed of trust, now of record, amounting to the sum of twenty-three hundred and thirty-seven dollars and thirty cents (\$2337.30).

And the said party of the first part covenants that he will warrant specially the property hereby conveyed; that he is seized of the land hereby conveyed; that he has a right to convey said land; that the said parties of the second part shall quietly enjoy said land; that he has done no act to encumber said land; except as above mentioned; and that he will execute such further assurances of said land as may be requisite.

Witness his hand and seal.

Test: Henry B. Thaden, Richard H. Gorgas, (seal)
(Internal Revenue \$1.50)

City of Washington, District of Columbia, ss:-

I hereby certify that on this 25th day of March 1915, before the subscriber, a Notary Public, personally appeared Richard H. Gorgas, unmarried, and did acknowledge the foregoing deed to be his act.

In testimony whereof, I have affixed my official seal this 25th day of March A.D. 1915.

Henry B. Thaden,
Notary Public
District of
Columbia.

Henry B. Thaden,
Notary Public, D. C.

EXAMINED

Mailed to

E. Francis Owens
1344 P. St. N.W.
Washington, D.C.
May 5-1915

At the request of John S. Weidman, the following Deed was recorded April 7th A.D. 1915 at 10.22 o'clock A.M. to-wit:-

This Deed, made this third day of April, in the year one thousand nine hundred and fifteen, by and between The Chevy Chase Land Company, of Montgomery County, Maryland (a corporation duly organized under and by virtue of the laws of the State of Maryland), party of the first part, and John S. Weidman, of the State of Michigan, party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the sum of twenty-two hundred and seventy-five (2275) dollars to it paid by the said party of the second part, and of the covenants and agreements of the said party of the second part as hereinafter set forth, does hereby grant and convey unto the said party of the second part, in fee simple, the following described land and premises

with the improvements, easements, and appurtenances thereunto belonging, situate in the County of Montgomery, State of Maryland, namely:

The East sixty (60) feet front on Lenox Street by the full depth thereof of lot numbered eleven (11), and the West five (5) feet front on Lenox Street by the full depth thereof of lot numbered twelve (12), in Block numbered thirty-eight (38), Section Two, "Chevy Chase", a subdivision made by the Chevy Chase Land Company of Montgomery County, Maryland, as per plat of said subdivision recorded in Plat Book No. 2, page 106, of the Land Records of Montgomery County, Maryland, said plat of subdivision being a re-record of the Plat of subdivision recorded in Liber J.A.No. 36, folio 61, of said Montgomery County, Maryland, Land Records.

To have and to hold the said land and premises, with the improvements, easements and appurtenances, unto and to the use of the said John S. Weidman, his heirs and assigns, in fee simple,

In consideration of the execution of this deed, the said party of the second part, for himself, and for his heirs and assigns, hereby covenants and agrees with the party of the first part, its successors and assigns (such covenants and agreements to run with the land), as follows, viz:-

1. That all houses upon the premises hereby conveyed shall be built and used for residence purposes exclusively, except stables, carriage-houses, sheds or other outbuildings, for use in connection with such residences, and that no trade, business, manufacture or sales, or nuisance of any kind shall be carried on or permitted upon said premises.
 2. That no structure of any description shall be erected within twenty-five (25) feet of the front line of said premises; and that no stable, carriage house, shed or outbuilding shall be erected except on the rear of said premises. In the case of corner lots any and all lines bordering upon a street, avenue, or parkway shall be considered a front line.
 3. That no house shall be erected on said premises at a cost less than three thousand (3000) dollars.
 4. That any house erected on said premises shall be designed for the occupancy of a single family, and no part of any house or of any structure appurtenant thereto shall be erected or maintained within five (5) feet of the side lines of premises hereby conveyed, nor within (10) ten feet of the nearest adjacent house.
 5. That violation of any of the aforesaid covenants and agreements may be enjoined and the same enforced at the suit of The Chevy Chase Land Company, of Montgomery County, Maryland its successors and assigns (assigns including any person deriving title mediately or immediately from said Company to any lot or square, or part of a lot or square in the Section of the Subdivision of which the land hereby conveyed forms a part).
- hereby
- And the said party hereto of the first part covenants to warrant specially the property hereby conveyed, and to execute such further assurances of said land as may be requisite.

In testimony, whereof, on the day and year first hereinbefore written, the said The Chevy Chase Land Company, of Montgomery County, Maryland, has caused these presents to be signed with its corporate name by Edward J. Stellwagen its Vice-President, attested by George E. Fleming, its Secretary, and its corporate seal to be hereunto affixed, and does hereby con

stitute and appoint Harold E. Doyle its true and lawful Attorney-in-fact, for it and for it and in its name, place and stead to acknowledge these presents as its act and deed before any person or officer duly authorized to take such acknowledgements, and to deliver the same as such.

Attest: Geo. F. Fleming,

Secretary,

66 The Chevy Chase Land Company, of Montgomery,
County, Maryland.

By Edward J. Stellwagen, Vice-President.

The Chevy Chase
Land Company, of Montg-
omery County, Maryland.

(Internal Revenue \$2.75)

District of Columbia, to-wit:-

I, Albert W. Sioussa, a Notary Public in and for the said District of Columbia, do hereby certify that Harold E. Doyle who is personally well known to me to be the person named as Attorney-in-fact in the foregoing and annexed deed, dated the 3rd day of April, 1915, to acknowledge the same, personally appeared before me, in the said District of Columbia, and as attorney in fact as aforesaid, and by virtue of the power and authority in him vested by the aforesaid deed, acknowledged the same to be the act and deed of the said The Chevy Chase Land Company, of Montgomery County, Maryland, and delivered the same as such.

Given under my hand and seal this 3rd day of April A.D. 1915.

Albert W. Sioussa,

Notary Public, D. C.

Albert W. Sioussa
Notary Public
District of
Columbia.

EXAMINED

At the request of Francis G. Stevens and Mary S. Stevens, his wife, the following Deed

was recorded April 7th A.D. 1915 at 10.29 o'clock A.M. to-wit:-

This Deed, made this first day of April in the year of our Lord one thousand nine hundred and fifteen by and between Marie Dawkins and Daniel L. Dawkins, her husband, of Takoma Park, Maryland, parties of the first part, and Francis G. Stevens and Mary S. Stevens, his wife, of Washington, D. C., parties of the second part:

Witnesseth, that for and in consideration of the sum of ten dollars, lawful money of the United States in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, the said parties of the first part do hereby grant, bargain, release, sell and convey unto the said parties of the second part, their heirs and assigns, all that certain part of lots Nos. nineteen (19) and twenty (20) in Block No. eight (8) of Lipscomb and Earnest, Trustees' Addition To Takoma Park, contained within the following metes and bounds, to-wit:-

Beginning at a point on the line separating lots Nos. 18 and 19, one hundred and fifty feet from the street line of lot No. 19, and running Northerly at right an-